

South Dakota Public Utilities Commission Meeting
Tuesday, January 16, 2007, at 3:00 P.M.
DDN Studio A, State Capitol Building
Pierre, South Dakota

NOTE: *If you wish to join this meeting by conference call, please contact the Commission at 605-773-3201 by 2:00 p.m. on January 16, 2007. The lines are limited and are given out on first come/first serve basis. Ultimately, if you wish to participate in the Commission Meeting and a line is not available you may have to appear in person.*

NOTE: *To listen to the Commission Meeting live please go to the PUC's website www.puc.sd.gov and click on the LIVE button on the home page. The Commission requests that persons who will only be listening to proceedings and not actively appearing in a case listen via the webcast to free phone lines for those who have to appear. The Commission meetings are archived on the PUC's website under the Commission Actions tab and then click on the LISTEN button on the page.*

NOTE: *Notice is further given to persons with disabilities that this Commission meeting is being held in a physically accessible place. If you have special needs, please notify the Commission and we will make all necessary arrangements.*

AGENDA OF THE AD HOC COMMISSION MEETING

Telecommunications

1. **TC06-175 In the Matter of the Petition of Sprint Communications Company L.P. for Arbitration pursuant to the Telecommunications Act of 1996 to Resolve Issues Relating to an Interconnection Agreement with Interstate Telecommunications Cooperative, Inc. (Staff Analyst: Harlan Best, Staff Attorney: Kara Van Bockern)**

On October 16, 2006, Sprint Communications Company L.P. (Sprint) filed a petition to arbitrate, pursuant to SDCL 49-31-81 and ARSD 20:10:32:29-32, and Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), certain terms and conditions of a proposed Interconnection Agreement between Sprint and Interstate Telecommunications Cooperative, Inc. (ITC). Sprint filed a list of unresolved issues consisting of: (1) Should the definition of End User in this Agreement include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services? (2) Should the Interconnection Agreement permit the parties to combine wireless and wireline traffic on interconnection trunks? (3) Should the Interconnection Agreement permit the parties to combine all traffic subject to reciprocal compensation charges and traffic subject to access charges onto interconnection trunks? (4) Should the Interconnection Agreement contain provisions for indirect interconnection consistent with Section 251(a) of the Act? (5) In an indirect interconnection scenario, is the ILEC responsible for any facility or transit charges related to delivering its

originating traffic to Sprint outside of its exchange boundaries? (6) What direct interconnection terms should be contained in the Interconnection Agreement? (7) What are the appropriate rates for direct interconnection facilities? (8) When a two-way interconnection facility is used, should Sprint and Interstate share the cost of the interconnection facility between their networks based on their respective percentages of originated traffic? (9) What is the appropriate reciprocal compensation rate for the termination of telecommunications traffic, as defined by Sprint in the Agreement? (10) Should Sprint's proposed language regarding Local Number Portability be adopted and incorporated into the Interconnection Agreement? (11) Should the Interstate-proposed Directory Listing provisions, as modified by Sprint, be adopted and incorporated into the Interconnection Agreement? Sprint respectfully requests the Commission to arbitrate each of the remaining disputes between Sprint and Interstate, to find in Sprint's favor and to adopt Sprint's proposed contract language. On November 3, 2006, The South Dakota Telecommunications Association (SDTA) filed a Petition to Intervene. Intervention was denied to SDTA at the December 6, 2006, Commission Meeting. On January 9, 2007, ITC filed a Motion to Compel Discovery. Specific relief requested by ITC consisted of: 1) The Commission is requested to order Sprint to fully respond to Interrogatory No. 7 by identify the agreement or agreements that exist between Sprint and MCC; 2) The Commission is requested to order Sprint to provide all agreements requested in Document Request No. 2; 3) The Commission is requested to order Sprint to provide all agreements requested in Document Request No. 3; 4) The Commission is requested to order Sprint to provide the information requested in Interrogatory No. 14, 5) The Commission is requested to order Sprint to provide the information requested in Interrogatory No. 15; 6) The Commission is requested to order Sprint to provide the information requested in Interrogatory No. 16 or, in the alternative, find now that Sprint is not acting as a common carrier and is not entitled to interconnection to ITC for a third party's (MCC) end users customers and that MCC must seek interconnection directly with ITC; 7) The Commission is requested to order Sprint to provide the information requested in Interrogatories 17 and 18 or, in the alternative, enter an order finding that Sprint is not acting as a common carrier and is not entitled to interconnection to ITC for a third party's (MCC) end users and that MCC must seek interconnection directly with ITC for MCC's customers; 8) Sprint should be ordered to provide the diagram that ITC requested in Interrogatory 20; 9) Sprint should be ordered to provide the documents requested showing the networks requested in Document Request No. 5; 10) Sprint should be ordered to respond to Request for Admission No. 3; and 11) Sprint should be ordered to provide all of the requested documents that Sprint has in Sprint's possession.

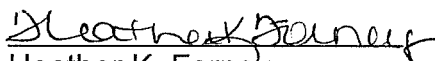
TODAY, shall the Commission Grant the Motion to Compel Discovery?

**2. TC06-176 In the Matter of the Petition of Sprint Communications Company L.P.
for Arbitration Pursuant to the Telecommunications Act of 1996 to
Resolve Issues Relating to an Interconnection Agreement with
Brookings Municipal Utilities d/b/a Swiftel Communications. (Staff
Analyst: Harlan Best, Staff Attorney: Kara Van Bockern)**

On October 16, 2006, Sprint Communications Company L.P. (Sprint) filed a petition to arbitrate, pursuant to SDCL 49-31-81 and ARSD 20:10:32:29-32, and Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), certain terms and conditions of a proposed Interconnection Agreement between Sprint and City of Brookings Utilities d/b/a Swiftel Communications (Swiftel).

Sprint filed a list of unresolved issues consisting of: (1) Should the definition of End User in this Agreement include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services? (2) Does the Telecommunications Act authorize the Commission to arbitrate terms and conditions for interconnection obtained under Section 251(a) of the Telecommunications Act? If yes, what terms and conditions should the Commission impose on the parties in this proceeding? (3) Should the Interconnection Agreement permit the parties to combine wireless and wireline traffic on interconnection trunks? (4) Should the Interconnection Agreement permit the parties to combine all traffic subject to reciprocal compensation charges and traffic subject to access charges onto the interconnection trunks? (5) What is the appropriate reciprocal compensation rate for the termination of telecommunications traffic? (6) Should Sprint's proposed language regarding Local Number Portability be adopted and incorporated into the Interconnection Agreement? (7) Should the ILEC-proposed Directory Listing provisions, as modified by Sprint, be adopted and incorporated into the Interconnection Agreement? (8) Termination: A) Should the termination provision of the Interconnection Agreement permit the existing Interconnection Agreement to remain in effect while the parties are in the process of negotiating and/or arbitrating a replacement Interconnection Agreement? B) Should the Interconnection Agreement contain provisions that allow the parties to terminate the Agreement for: 1) a material breach; 2) if either party's authority to provide service is revoked or terminated; or, 3) if either party becomes insolvent or files for bankruptcy? (9) What 911 liability terms should be included in the Interconnection Agreement? (10) What Force Majeure terms should be included in the Interconnection Agreement? Sprint respectfully requests the Commission to arbitrate each of the remaining disputes between Sprint and Swiftel, to find in Sprint's favor and to adopt Sprint's proposed contract language. On November 3, 2006, The South Dakota Telecommunications Association (SDTA) filed a Petition to Intervene. Intervention was denied to SDTA at the December 6, 2006, Commission Meeting. On January 9, 2007, Sprint filed a Motion to Compel Swiftel be compelled to provide complete and appropriate responses to Request Nos. 2, 3, 15, 19, 26, 29, and 38. On January 9, 2007, Swiftel filed a Motion to Compel Sprint to provide substantive, non-evasive responses to discovery requests 4, 5, 13, 14, 15, 18, 20, 23, 24, 25 and 26 and to produce the documents requested in Requests for Production of Documents 1, 3, 4, 5 and 6 contained in the Discovery Requests of Brookings Municipal Utilities d/b/a Swiftel Communications to Sprint dated December 8, 2006.

TODAY, shall the Commission Grant the Motion to Compel filed by Sprint? AND, shall the Commission Grant the Motion to Compel filed by Swiftel?


Heather K. Forney
Deputy Executive Director
heather.forney@state.sd.us
January 12, 2007